

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED	
				<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY				CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY
CODE	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

B.1 LICENSE AGREEMENT PRICING

Public users shall be responsible for payment for services provided under the license awarded under this solicitation. The U. S. Government will not be liable for any financial obligation in the performance of these services. The Licensee must accept credit card payments as well as any other payment method it accepts commercially. In no event shall the Licensee charge any additional fees, such as processing fees, for any payment method it accepts. The assessment of any charges, other than those agreed to under this license agreement, may be grounds for immediate termination of the license and this agreement.

B.2 ESTIMATED QUANTITIES

Estimated quantities are the anticipated number of each service required by public users during each 12-month period under the license agreement. These are estimated quantities only and are not guaranteed. Quantities shall not become the basis of any claim under this agreement. There is no guarantee that any business will result from the award of this License.

B.3 PRICE TABLES

The Licensee shall furnish all labor, materials, and supplies necessary to provide the services specified in Section C, Description Specifications Work Statement, for public use Internet access at the U.S. District Court for the District of Massachusetts at the firm-fixed price listed below for the base year and 4 optional years.

B.3.1 Base Year - Pricing Table

CLIN	Estimated No. of Subscribers	Firm Fixed Price	Total Price
0001 Monthly Public Internet Service to Subscriber	10	\$ per month	\$
0002 Hourly Public Internet Service to Subscriber	1500	\$ per hour	\$
Total for Base Year			\$

B.3.2 Option Year 1 - Pricing Table

CLIN	Estimated No. Of Subscribers	Firm Fixed Price	Total Price
1001 Monthly Public Internet Service to Subscriber	20	\$ per month	\$
1002 Hourly Public Internet Service to Subscriber	1600	\$ per hour	\$
Total for Base Year			\$

B.3.3 Option Year 2 - Pricing Table

CLIN	Estimated No. of Subscribers	Firm Fixed Price	Total Price
2001 Monthly Public Internet Service to Subscriber	30	\$ per month	\$
2002 Hourly Public Internet Service to Subscriber	1700	\$ per hour	\$
Total for Base Year			\$

B.3.4 Option Year 3 - Pricing Table

CLIN	Estimated of Subscribers	Firm Fixed Price	Total Price
3001 Monthly Public Internet Service to Subscriber	40	\$ per month	\$
3002 Hourly Public Internet Service to Subscriber	1800	\$ per hour	\$
Total for Base Year			\$

B.3.5 Option Year 4 - Pricing Table

CLIN	Estimated No. Subscribers	Firm Fixed Price	Total Price
4001 Monthly Public Internet Service to Subscriber	50	\$ per month	\$
4002 Hourly Public Internet Service to Subscriber	1900	\$ per hour	\$
Total for Base Year			\$

SECTION C - DESCRIPTION SPECIFICATIONS WORK STATEMENT

C.1 BACKGROUND

The U.S. District Court for the District of Massachusetts seeks to award a revocable, non-exclusive license to a provider (“Licensee”) of wired high-speed Internet service for attorneys and the public to use by subscription from the Licensee while doing business in the John Joseph Moakley Courthouse at 1 Courthouse Way, Boston MA. This license grants the right to the licensee to use government property to install wiring for high speed Internet access for the sole benefit of the public while doing business in the court.

The Licensee shall provide wired high-speed Internet service at the prices set forth in this agreement. The Licensee shall contract with and charge the public users. The Licensee shall provide all aspects of the infrastructure and services to users at no cost to the court. The Licensee’s revenue shall be solely based on subscriber fees to the service. The court will not act as agent or provide any support or services in connection with this service, including collecting payment. No services will be provided to the court under this agreement.

C.2 SCOPE

The scope of this agreement is to provide the public Internet access in the John Joseph Moakley Federal Courthouse for public use during court proceedings, and in conference rooms, as approved by the court. Court proceedings shall not be affected by any interruption in service and subscribers must be so notified by the Licensee. The Licensee is not authorized to provide any services other than those specified in section C of this Agreement.

C.3 PLACE OF PERFORMANCE

The Licensee will provide services at the John Joseph Moakley Federal Courthouse for the U.S. District Court, District of MA

C.4 INFRASTRUCTURE

The Licensee shall provide all necessary infrastructure and equipment, including but not limited to, computers (servers and desktops), cabling, switches, and routers to provide Internet performance that meets or exceeds what is generally available in the commercial marketplace, and shall be of sufficient bandwidth to provide reasonable response time for all users of the service. A minimum 1.54 mbps T1 connection to the Internet or equivalent is required. Since there is only a fiber optic cable connection from the courthouse to the public telephone network, DSL service is not available. Wired Internet services at counsel tables in courtrooms shall be permitted on a case by case basis at the court’s discretion.

The Licensee is responsible for securing Internet connectivity from local telecom providers into the courthouse. Service shall be extended to RJ45 ports in designated telecommunications closets, and cross connected to the court's patch panels, to provide Internet access at four locations in each District and Appellate Courtroom, and two locations in each Magistrate Judge Courtroom according to the table below:

Telecommunications Closet Number	Number of Courtrooms Supported	Number of ports required
1	3	6
1	2	8
3	2	8
4	2	8
5	3	6
6	2	8
7	2	8
8	2	8
9	3	6
10	2	8
11	2	8
12	2	8
13	1	2

These closets, actual room numbers, and courtroom locations will be identified during a walk-through inspection. This will be scheduled prior to final submission of offers. This is the initial configuration. The design submitted shall allow for future expansion. The court has existing horizontal CAT5 cable runs from patch panels in these closets to office and courtroom locations. Court staff will supervise cross connects to these patch panels for user connectivity. The Licensee shall provide patch cables in contrasting colors to the court's existing patch cables.

All cables shall be labeled according to specifications provided by the court. Additional cable requirements are the Licensee's responsibility. All cables shall be plenum rated and neatly strapped, dressed, and physically supported. This network shall be completely separate from the court's existing network and shall not interfere with the performance and operation of judiciary wireless or wired infrastructures. Patch panels, switches, routers and associated hardware are to be installed in the designated telecommunications closets. Final placement of all materials and equipment on court property shall be done only after licensee is provided written approval by the contracting officer's technical representative (COTR.) "As-built" schematic drawings showing all equipment and connections are required at completion of the installation.

The licensee shall be responsible for the removal of all installed equipment and wiring at the completion or termination of the license with no damage to government property and/or premises.

C.5 SECURITY

Industry-standard Internet security systems, antiviral software, firewalls and intrusion detection systems shall be installed and maintained by the Licensee. All work will be supervised by the court's IT staff to make sure that users of the proposed Internet service are properly isolated from the court's existing data network. Under no circumstances shall this system be connected to a computer which has a connection to the Court's local area network(s), which are in turn connected to the judiciary wide-area network. Also, adequate safeguards must be in place to prevent the use of this public Internet access service from being used to broadcast any court proceedings. The use of this public Internet access to broadcast, televise, record, or photograph any court proceeding shall be cause for immediate termination of this license. The licensee shall provide immediate notification to the COTR of any security violation noted on the network.

C.6 MAINTENANCE AND SUPPORT

Licensee shall designate a single point of contact for user account inquiry and trouble reporting Monday through Friday, 8:00 AM through 5:00 PM. The Licensee shall provide 4-hour onsite response to trouble calls due to outages or performance problems. However, all onsite maintenance and repairs must take place during the hours of 8:00 AM through 5:00 PM, Monday through Friday. No onsite maintenance shall take place during holidays. The Licensee shall notify all users of the identity and contact information for the Licensee's point of contact. The Licensee shall only have access to telecommunications closets for installation, maintenance and removal of equipment and wiring when supervised by court staff. Remote maintenance of Licensee-owned equipment is permissible. The court must be notified when all maintenance takes place.

C.7 DOCUMENTATION

"As-built" schematic drawings showing all equipment and connections are required at completion of the installation. Proposed drawings shall be included in the offeror's Technical Proposal.

C.8 GOVERNMENT FURNISHED PROPERTY

No Government Furnished Property (material, equipment, and/or information) will be provided with the exception of the right to install wiring on government property.

C.9 REPORTS

The Licensee shall provide the COTR of the License Agreement with a semi-annual report listing the total monthly usage by number of connections, number of minutes, total monthly revenue and other such detail as may be required for Internet access under this agreement. Licensee shall provide the COTR with the name of the person responsible for generating the reports and phone number. These reports are due to the COTR on March 31 and September 30 of each performance period. The reports shall be sent electronically and shall be accessible by Microsoft Office bundled software. Additionally, the licensee shall provide a monthly report to the COTR of all security violations noted on the network.

C.10 LIMITATION ON MARKETING TO COURTS AND JUDGES

Other than to the contracting officer and the COTR, the Licensee shall not distribute sales, marketing or informational material to individual courts or judges. Likewise the Licensee may not initiate contact with any court, court personnel, except for the contracting officer and COTR for marketing or sales purposes. The Licensee shall not distribute, post, or otherwise make available sales, marketing or informational material to any other entity, or engage in any other sales or marketing activities without written approval of the contracting officer.

SECTION D - PACKAGING AND MARKING

Not Applicable

SECTION E - INSPECTION AND ACCEPTANCE

Not Applicable

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF AGREEMENT

The term of this Agreement is for one year from date of establishment with four (4) one-year option periods to be exercised at the Government's discretion in accordance with Clause I.8, Option to Extend the Term of the Agreement.

F.2 TYPE OF AGREEMENT

This is a revocable, non-exclusive license to provide the services specified in Section C at the firm-fixed prices established in Section B.

F.3 REPORTS

Reports listing the total monthly usage and total monthly revenue generated by public Internet access under this agreement shall be submitted to the COTR of the License Agreement in accordance with Section C.9 of this Agreement.

F.4 CONTRACTING OFFICER

The contracting officer for this Agreement is:

Douglas Holmes
1 Courthouse Way, Suite 2300
Boston, MA 02210
Douglas_Holmes@mad.uscourts.gov

F.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION

Stuart Barer
1 Courthouse Way, Suite 2300
Boston, MA 02210

F.6 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Licensee encounters difficulty in meeting performance requirements, or when the Licensee anticipates difficulty in complying with the agreed upon delivery schedule or completion date, or whenever the licensee has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this agreement, the licensee shall immediately notify the Contracting Officer and the COTR, by telephone, facsimile, or email followed by notification in writing, giving pertinent details, provided this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this agreement.

F.7 WAIVER OF DELIVERY SCHEDULE

None of the following conditions shall be regarded as an extension, waiver, or abandonment of the delivery schedule, or a waiver of the Government's rights to terminate the Licensee for default:

- Delay by the Government in terminating for default; or
- Acceptance of delinquent deliveries; or
- Acceptance or approval of deliverables submitted either after default in delivery or in sufficient time for the licensee to meet the delivery schedule.

Any assistance rendered to the Licensee on this Agreement, or acceptance by the Government of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages. Further, such assistance, if rendered, shall not be considered as intention on the part of the Government to condone any delinquency.

F.8 TERMINATION

The License Agreement may be terminated immediately for cause by the Government or by either party without cause at no cost with a minimum of 30 days written notice.

SECTION G - AGREEMENT ADMINISTRATION DATA

G.1 LICENSEE'S REPRESENTATIVE

(a) The Licensee's representative to be contacted for all license administration matters is as follows (Licensee to complete the information):

Name:
Address:
Telephone:
Email:
Fax:

(b) The Licensee's representative shall act as the central point of contact with the judiciary, shall be responsible for all license administration issues relative to this agreement, and shall have full authority to act for and legally bind the Licensee on all such issues.

G.2 COLLECTION OF FEES

The Licensee shall be responsible for the collection of all fees for services provided under the License Agreement. The Government will not safeguard or deposit funds or provide any start-up or termination funds. The Licensee must make known in advance to users, the fees for services provided under the License Agreement.

The provision of public Internet access services to users and the collection of fees are entirely between the user and the Licensee. Collected fees are not received for the United States and shall be retained by the Licensee.

The Licensee shall not assign or transfer this License Agreement, or any interest herein, nor any claim arising hereunder.

SECTION H - SPECIAL AGREEMENT REQUIREMENTS

H.1 LAWS AND ORDINANCES

In exercise of any privilege granted by the License Agreement, the Licensee shall comply with all applicable state, municipal and local laws, and all applicable laws, rules, orders, regulations and requirements of the United States and its governmental departments and bureaus.

H.2 INDEMNIFICATION

The Licensee expressly agrees to indemnify and save harmless the United States, the federal judiciary and their agents and employees, against any and all loss, damage, claim or liability whatsoever, contributed to or caused by an act or omission of the Licensee and/or its agent or employees, arising from personal injury or death, or damage to property of others, directly or indirectly due to the exercise by the Licensee of the privileges granted by this License Agreement, or any other act or omission of the Licensee including failure to comply with the obligations of the License Agreement.

H.3 LICENSEE NOT AN AGENT

The Licensee is not an agent of the United States and is not acting on behalf of the United States in exercising the privileges granted by the License Agreement. The Licensee shall not misrepresent this relationship to the public. Any order for public Internet access services in accordance with this license agreement shall constitute an agreement solely between the Licensee and the public user.

SECTION I - AGREEMENT CLAUSES

I.1 DISCLOSURE OF LICENSEE INFORMATION TO THE PUBLIC

- (a) The judiciary reserves the right to disclose information provided by the licensee, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the licensee shall be notified of the request and provided with an opportunity to comment.
- (b) The licensee will thereafter be notified as to whether the information requested will be released. The licensee understands and agrees that unit and/or aggregate prices contained in the license may be subject to disclosure without consent.

I.2 PRIVACY OR SECURITY SAFEGUARDS

- (a) The licensee shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any safeguards either designed or developed by the

- licensee under this license or otherwise provided by the judiciary.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of judiciary data, the licensee shall afford the judiciary access to the licensee's facilities, installations, technical capabilities, operations, documentation, records, and databases.
 - (c) If new or unanticipated threats or hazards are discovered by either the judiciary or the licensee, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the contracting officer and the contracting officer's technical representative (COTR.)

I.3 OBSERVANCE OF REGULATIONS/STANDARDS OF CONDUCT

- (a) When licensee personnel are performing license work at a judiciary facility, they shall comply with all rules and regulations of the facility, including, but not limited to, rules and regulations governing security, controlled access, personnel clearances and conduct with respect to health and safety and to property at the site. The facilities to which the licensee has access belong to the judiciary and will not at any time be considered government property furnished to the licensee.
- (b) The licensee and its employees shall only conduct business covered by the license during the business hours established by the judiciary, and will not conduct any other business on judiciary premises.
- (c) The licensee shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity. It is the licensee's responsibility to take disciplinary action with respect to its employees as may be necessary. The licensee is also responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use judiciary property (such as, but not limited to, telephones or copiers) except as authorized.
- (d) The Licensee will be providing services to the public and their actions may affect the public's opinion of the court. Therefore, the Licensee is expected to provide timely, courteous service to the public and conduct business in a fashion befitting the court at all times.

I.4 PUBLIC USE OF THE NAME OF THE FEDERAL JUDICIARY

- (a) The licensee shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used by the vendor in its commercial marketing, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the licensee. This provision will not be construed as limiting the licensee's ability to refer to the judiciary as one of its customers.
- (b) No public release of information pertaining to this license will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

I.5 DISCLOSURE OR USE OF INFORMATION

- (a) Judiciary information made available to the licensee for the performance or administration of this license shall be used only for those purposes and shall not be used in any other way without the written agreement of the contracting officer.
- (b) The licensee agrees to assume responsibility for protecting the confidentiality of judiciary records which are not public information. Such information may include, but is not limited to, all employee data and any written and oral information of a personal nature. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer or employee of the licensee to whom information may be made available or disclosed shall be notified in writing by the licensee that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. § 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both. The licensee shall obtain written acknowledgment from each officer and employee to whom information is made available, and that they are aware of the above penalties associated with unauthorized disclosure. Such acknowledgments are subject to the review of the contracting officer.

I.6 NOTIFICATION OF OWNERSHIP CHANGES

- (a) The licensee shall make the following notifications in writing:
 - (1) when the licensee becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the licensee shall notify the contracting officer within 30 days;
 - (2) the licensee shall also notify the contracting officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The licensee shall:
 - (1) maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) provide the contracting officer or designated representative ready access to the records upon request;
 - (3) ensure that all-individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the licensee's ownership changes; and
 - (4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each licensee ownership change.
- (c) The licensee shall include the substance of this clause in all subcontracts under this license.

I.7 DISPUTES

- (a) A dispute means a written claim, demand or assertion by the licensee against the judiciary for the payment of money in a sum certain, the adjustment or interpretation of agreement terms, or other specific relief arising under or relating to the agreement.
- (b) A dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the agreement contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.
- (c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the judiciary.
- (d) The licensee shall proceed diligently with performance of this license pending resolution of the dispute. The licensee shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue license performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the license for default or imposition of other available remedies.

I.8 OPTION TO EXTEND THE TERM OF THE AGREEMENT

- (a) The judiciary may extend the term of this Agreement by written notice to the Licensee within 30 calendar days prior to the then current expiration date of this Agreement; provided that the judiciary gives the Licensee a preliminary written notice of its intent to extend at least 60 calendar days before the Agreement expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended Agreement shall be considered to include this option clause.
- (c) The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed 5 years.

I.9 INSURANCE

- (a) The licensee shall carry and maintain, during the entire period of performance under this license, adequate insurance as follows:
Workman's Compensation and Employee's Liability Insurance Licensees are required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they

shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

General Liability Insurance The licensee is required to have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

Self-Insurance If the licensee has been approved to provide a qualified program of self insurance, the licensee must submit any proposed changes to the program to the contracting officer for approval.

- (b) Upon request, the licensee shall provide the following information to the contracting officer prior to beginning performance under this license: 1) insurance carrier certification of the above minimum amounts, and 2) evidence of a commitment by the insurance carrier to notify the contracting officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than 30 days before such change, expiration or cancellation is effective.
- (c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination of the license.

SECTION J - LIST OF ATTACHMENTS

Attachment 1 – Solicitation Signature Page (Standard Form 33)

Attachment 2 - Environment

Physical access to court property is strictly governed by court security practices. GSA requires all contractors to have a security clearance prior to starting work in the facility. The winning Licensee shall provide a list of full names, dates of birth, and social security numbers for all prime or sub contractors who will or may work on this project. A Certificate of Insurance shall also be submitted. All contractor personnel are required to sign in at the Boston Courthouse Management Associates office before starting work each day. All work shall be scheduled, in advance, during the hours of 8:00 AM to 5:00 PM, Monday through Friday. Court staff will provide escorts in restricted areas. All debris and boxes must be removed from the premises by the Licensee. All work areas shall remain clean and orderly.

SECTION K - REPRESENTATIONS , CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- (a) The definitions and prohibitions contained in the clause 3-65 "Limitation on Payments to Influence Certain Federal Transactions," included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - (1) no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the judiciary, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;

- (2) if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the judiciary, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, a disclosure to the contracting officer; and
- (3) he or she will include the language certifying this in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of the judiciary's small purchase threshold shall certify and disclose accordingly.
- (4) submission of this certification and disclosure is a prerequisite for making or entering into this license imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure to be filed or amended by this provision, will be subject to a civil penalty of not less than \$10,000, and not more than the judiciary's small purchase threshold, for each such failure.

K.2 TAXPAYER IDENTIFICATION

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701© and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting agreement is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the agreement.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3). If the resulting agreement is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):*

☐ TIN has been applied for.

☐ TIN is not required, because:_____

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per-26 CFR 1.6049-4;

☐ other _____.

(f) *Common parent*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(I) the offeror and/or any of its principals:

(A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

ii. The offeror ___ has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to agreement award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists shall not necessarily result in withholding of an award under this solicitation. However, the certification shall be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the agreement resulting from this solicitation for default.

K.4 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name:	_____
Titles:	_____
Telephone:	_____
Fax:	_____
Email:	_____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 TYPE OF CONTRACT

The judiciary plans to award a revocable, non-exclusive license under this solicitation and all offers shall be submitted on this basis. Alternate offers based on other relationships will not be considered.

L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's

name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

- (b) If the offeror does not have a DUNS number, it shall contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, shall call Dun and Bradstreet at 1-800-333-0505. The offeror shall be prepared to provide the following information:
 - (1) company name;
 - (2) company address;
 - (3) company telephone number;
 - (4) line of business;
 - (5) chief executive officer/key manager;
 - (6) date the company was started;
 - (7) number of people employed by the company; and
 - (8) company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 SUBMISSION OF OFFERS

- (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means):
 - (1) addressed to the office specified in the solicitation; and
 - (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Offerors using commercial carrier services shall ensure that the offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile offers, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc. shall submit such questions in writing only to the contracting officer soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the license will not be binding. Any information given by the contracting officer to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is deemed by the contracting officer to be necessary in submitting offers or if,

in the judgment of the contracting officer, the lack of it would be prejudicial to any other prospective offerors. The offeror is instructed specifically to contact only the contracting officer in connection with any aspect of this procurement prior to license award. Contact with any other judiciary official except the contracting officer, or without the contracting officer's express consent, concerning this solicitation may result in disqualification of the offeror from consideration for award.

L.5 PREPARATION OF OFFERS

- (a) Offerors are expected to examine the drawings, specifications, schedule and all provisions and instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the offer and each continuation sheet on which it makes an entry. Erasures or other changes shall be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the purchasing office.
- (c) For each item in the offer, the offeror shall:
 - (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation; and
 - (2) enter the extended price/cost for the quantity of each item offered in the "amount" column of the schedule.

In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Offers for products or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Offerors shall state a definite time for delivery of products or for performance of services, unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and federal holidays.

L.6 INSTRUCTIONS TO OFFERORS

- (a) *Definitions* As used in this provision:
 - "Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.
 - In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
 - "Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
 - "Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

- (b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision, and withdrawal of offers*
 - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the offer shall show:
 - (i) the solicitation number;
 - (ii) the name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and
 - (v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
 - (3) *Submission, modification, revision, and withdrawal of offers*
 - (i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.
 - (ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:
 - (1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later

- than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or
 - (3) it is the only offer received.
 - (ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.
 - (iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.
 - (v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the JP3 Provision, "Facsimile Offers". Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.
- (6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised offers only if requested or allowed by the contracting officer.
- (8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.
- (d) *Offer expiration date* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

- (1) mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a license is awarded to this offeror as a result of-or in connection with-the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting license. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

(f) *License award*

- (1) The judiciary or court intends to award a license or licenses resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The judiciary may reject any or all offers if such action is in the judiciary's interest.
- (3) The judiciary may waive informalities and minor irregularities in offers received.
- (4) The judiciary intends to evaluate offers and award a license without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.
- (5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.
- (6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the judiciary's best interest to do so.
- (7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.
- (8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more license line items is significantly

overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding license without further action by either party.
- (11) The judiciary may disclose the following information in postaward debriefings to other offerors:
 - (i) the overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;
 - (iii) a summary of the rationale for award; and
 - (iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

L.7 ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

- (a) Offerors shall acknowledge receipt of any amendment to this solicitation by:
 - (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the solicitation form; or
 - (3) letter or telegram.
- (b) Acknowledgments of amendments are subject to the Late Submissions, Modifications and Withdrawals of Offers provision contain in Section L.5 of the solicitation. Offers lacking acknowledgment of an amendment affecting price, quantity, quality, or delivery may be rejected.

L.8 JUDICIARY-FURNISHED PROPERTY OR SERVICES

No property or services will be furnished by the judiciary unless specifically provided for in the solicitation.

L.9 INQUIRIES

All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Questions should be received by the Contracting Officer NO LATER THAN FIFTEEN CALENDAR DAYS from date of issuance of the solicitation document.

L.10 PROPOSAL DUE DATE

Proposals in response to this solicitation are due by:

Date: February 22, 2006

Time: 4 p.m. (Eastern Time)

At the following location:

John Joseph Moakley Federal Courthouse
Attn: Douglas Holmes
1 Courthouse Way, Suite 2300
Boston, MA 02210

E-Mailed proposals are not permitted.

L.11 SOLICITATION QUESTIONS

All questions relating to the solicitation are to be e-mailed to:

Douglas_Holmes@mad.uscourts.gov

Telephoned questions or inquiries will not be accepted.

L.12 FORMAT AND INSTRUCTIONS FOR SUBMITTING PROPOSALS

The Offeror's proposal shall provide all of the information requested below. Offerors are required to identify any teaming or subcontracting agreements to provide any products or services specified in the solicitation.

The Offeror shall furnish an original and 2 copies of Volume I, Price Proposal, and an original and 4 copies of Volume II, Technical Proposal.

L.12.1 Volume I - Price Proposal Content

- **Cover letter and signed Standard Form 33** - Blocks 13, 14, 15, 16, and 18 of Standard Form 33 are to be completed by the Offeror. Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. In the offeror's cover letter, include any and all assumptions, conditions, or exceptions as they relate to the solicitation or proposal. If none are taken specify so.
- **Price** (1) A firm-fixed price to perform all work specified in Section C of the solicitation. Offeror shall insert proposed firm-fixed prices in Section B of this solicitation. Proposed prices must be whole dollars and cents. Fractions of cents such as \$.095 may not be proposed and are not acceptable.
- **Completed Solicitation Section K.**

L.12.2 Volume II - Technical Proposal Content

Include in this volume a copy of the letter detailing any and all assumptions, conditions, or exceptions taken to the solicitation or proposal. If none are taken, specify so.

Part 1: Introduction - Brief description of offeror.

Part 2: Section C, Description, Specifications, Work Statement - Offeror shall address parts C.4 thru C.7, and C.9 of Section C, Descriptions, Specifications, Work Statement, and describe how they propose to satisfy those requirements. This section shall also include:

- Schematic drawings showing all equipment and connections. Preliminary site visits will be scheduled.
- Description of network management strategy to guarantee performance and security.
- Proposed Service Level Agreement that includes, but is not limited to:
 - service availability expressed as percentage of up-time
 - end to end latency in milliseconds.
 - minimum packet loss.
 - minimum time to repair outages.
 - plan for monitoring network performance.
 - plan for monitoring user satisfaction.
- Description of maintenance and support procedures.

Part 3: Past Experience - The Offeror's experience providing similar services as those identified in the statement of work. The offeror shall provide descriptions of three previous or current projects/contracts performed within five years of proposal submission. The offeror shall demonstrate that these projects/contracts were/are for similar services described in this Statement of Work. The following information shall be submitted for each previous or current project:

- Name of project;
- Contract Number/Project Number;
- Name, addresses, and phone number of customer;
- Awarded price/cost and final price/cost;
- Offerors role (prime contractor, subcontractor);
- Percentage of work completed in contractor's role;
- Original delivery schedule and final, or projected final, delivery schedule;
- Any significant issues or problems that arose during the

- performance of the contract and an explanation of your company's solution to each;
- Detailed description of work, service performed.

Project/contract information to be evaluated for past experience shall have been performed by the Offeror as the prime contractor or as a subcontractor. A current project shall have been ongoing for a minimum of six (6) months as of the date of proposal submission.

It is the Offeror's responsibility to provide accurate and complete past experience information. In addition to the data provided by the Offeror, independent data obtained by the Judiciary may also be used to evaluate past performance. This may include information available through Dun & Bradstreet or other sources.

L.13 PROPOSAL COSTS

Proposal costs will not be reimbursed by the judiciary.

L.14 PROTEST

It is the position of the Administrative Office of the US Courts that under the Comptroller General's jurisdictional holding in Maritime Global Bank Group, B-272552 (August 13, 1996), that there is no protest jurisdiction for this solicitation.

SECTION M - EVALUATION AND AWARD

M.1 PROPOSAL EVALUATION

M.1.1 Technical Evaluation

The technical proposal will be evaluated for technical excellence based upon the following factors (in descending order of importance):

1. Understanding and approach to satisfying the requirements of Section C, Description, Specifications, Work Statement. The offeror's technical proposal will be evaluated and an assessment made by the judiciary of how well the proposed approach satisfies the requirements of the work statement;
2. a.) Offeror's experience providing services that are similar to that described in the work statement;
- b.) Quality of an offeror's past performance providing a service similar to that described in the work statement. To rate the quality of an offeror's past performance, references will be contacted by the judiciary and asked the following questions: the

nature of work provided; the quality of work (excellent, good, marginal, poor); if licensee complied with the terms and conditions of the contract; and, if the reference would use the licensee again.

M.1.2 Price

The offeror's proposed pricing, including option years, will be evaluated to determine the reasonableness of the projected evaluated price for the services for the offered period. Offers that are unrealistically high or low in price will be considered indicative of a lack of understanding of the requirements of the agreement. Offers that contain unrealistic or unreasonable prices will not be considered for award.

M.2 AWARD SELECTION

The judiciary intends to award one License Agreement resulting from this solicitation. The License Agreement award will be made to the responsible offeror whose offer represents the best overall value, given the outcome of the judiciary's evaluation of each offeror's technical proposal and price. In selecting the best overall value, the judiciary will consider the quality offered for the evaluated price. The relative quality of offers will be based upon the judiciary's assessment of whether the technical excellence offered in the proposal provides added value, added capability, and/or reduced risk.

The judiciary may make trade-offs in overall technical ratings and total price in determining that a proposal offers the best overall value.

M.3 DETERMINATION OF RESPONSIBILITY

A determination of responsibility shall be made on the apparent successful offeror(s) prior to License Agreement award. If a prospective Licensee is found non-responsible, that offeror shall be rejected and shall receive no further consideration for award.